

Phone: (212) 421-7123

Fax: (646) 851-0423

COSMETIC SURGERY AGREEMENT

| | |
|-------------------------|--------------|
| Patient Name | Mehgan James |
| Patient DOB | 02/11/1990 |
| Consultation Date | 09/27/2021 |
| Patient Coordinator | Barbara |
| Procedure Date and Time | 11/02/2021 |
| Surgeon | Dr.Shokrian |
| | |

Liposuction Areas:

Anesthesia: General ☒ Local ☐

| | |
|---|---|
| Liposuction 360 Lower Abdomen Upper Abdomen Bra Roll Love Handles Coccyx Mons Pubic Fat Pad Under Buttocks Lower Back Buttocks Upper Back Medial Knee Middle Back | Thighs (Front) Thighs (Posterior) Thighs (Inner) Jowls Thighs (Outer) Arms Anterior Axillary Posterior Axillary Chin/Neck Thighs (Front) Hump |
|---|---|

Patient Initials _____

Fat Transfer Areas:

| | |
|----------|--------------------|
| Breasts | Cheeks |
| Buttocks | Lips |
| Hips | Nasal Labial Folds |

Additional Procedures:

| | |
|---|---|
| Biopolymer Removal X Mini Tummy Tuck BodyTite Body Lift Rhinoplasty Thigh Lift | Breast Augmentation Breast Reduction Breast Lift FaceTite Face Lift Blepharoplasty (Upper/Lower) |
|---|---|

| | |
|--|--------------|
| Surgical Fee: | INCLUDED |
| Anesthesia Fee: | INCLUDED |
| Facility Fee: | INCLUDED |
| Accessories/Compression Garments: | N/A |
| Post-Op: | N/A |
| Total Cost: | \$ 22,000.00 |

- A. Patient acknowledges that the Total Cost is entirely based on the Patient's weight on the date that this Agreement is signed. Unless patient has been advised to gain weight before the Procedure, if Patient gains more than five (5) lbs. between the date that this Agreement is signed and the Procedure Date, then on or before the Procedure Date, Millennial Plastic Surgery reserves the right to either:
- Change the areas to be treated if, in the Surgeon's sole discretion, the Surgeon believes that the planned areas would result in too much surgery.
 - Cancel the Procedure, if the Surgeon's sole discretion the Surgeon believes that the planned areas would result in too much surgery, and it would be medically unsound to proceed.
 - Cancel the Procedure, unless an additional fee is paid. Such additional fee will be calculated based on the Patient's BMI on the Procedure Date. Any such additional fee must be paid immediately. Since this cancellation is a direct result of Patient's own actions, failure to pay this additional cost will be treated as a cancellation by the Patient, in accordance with Section V (C) of this Agreement

Patient Initials



- B. Unless otherwise provided above, the Total Cost does not include sales tax, the Laboratory Fees and/or Blood Work, prescription medications, Compression Garments, additional Post-Op Care, or medical clearance fees.

IN OFFICE PAYMENT PLAN

| Deposit: | Due Date | Amount Paid | Date Paid | Balance | Initials |
|----------|------------|-------------|------------|---------|----------|
| \$ 0.00 | 09/27/2021 | INFLUENCER | 09/27/2021 | \$ 0.00 | |
| | | | | | |
| | | | | | |

If the Total Cost is not paid in full on the date that this Agreement 1st signed, then the Patient must partake in the In-Office Payment Plan, which is subject to the following rules and restrictions:

- A. The patient is responsible for the entire total cost of the procedure, as well as any other associated costs (e.g.: sales tax, bloodwork, medical clearance, medications, etc.) and Millennial Plastic Surgery reserves the right to collect the same from the Patient.
- B. The Deposit and all Interim Payments may be paid by cash or credit card.
- C. The Deposit must be paid on the day this Agreement is signed. The Total Cost will not be held, and no Procedure Date will be assigned unless and until the Deposit is paid.
- D. Patient will be required to complete an Authorization for Recurring Credit Card Payments, the form of which is attached to this Agreement, and hereby incorporated by reference. The Patient agrees to be charged each Interim Account on the respective Due Date. If any information on the Authorization for Recurring Credit Card Payments form changes before the Total Cost is paid in full, it is the Patient's responsibility to notify Millennial Plastic Surgery before the next Interim Payment Due Date. If the patient wishes to pay an Interim Payment in cash, instead of credit card, the patient may do so by visiting the office on or before the respective Interim Payment Due Date, otherwise the credit card on file will be charged. All Interim Payment Amounts must be paid by the respective Due Date, otherwise the procedure will be cancelled. Since this cancellation is a direct result of Patient's own actions, this cancellation will be treated as a cancellation by the Patient, in accordance with Section V (C) of this Agreement.
- E. Fifty (50%) percent of the Total Cost of the Procedure must be paid at least one (1) month prior to the Procedure Date, otherwise the Procedure will be cancelled. Since this cancellation is a direct result of Patient's own actions, this cancellation will be treated as a cancellation by the Patient, in accordance with Section V (C) of this Agreement.
- F. The Total Cost of the Procedure must be paid in full at least fourteen (14) days prior to the Procedure Date, otherwise the Procedure will be cancelled. Since this cancellation is

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a direct result of Patient's own actions, this cancellation will be treated as a cancellation by the Patient, in accordance with Section V (C) of this Agreement.

I. PAYMENTS & FINANCING OPTIONS

- A. If the patient is not eligible or wishes not to partake in the In-Office Payment Plan, the Total Cost along with all associated in office fees (e.g.: sales tax, medical clearance, etc.) must be paid on the date that this Agreement is executed.
- B. For your convenience, the Total Cost may be paid in cash (in office only) or by credit 2card, by filling out a Credit Card Authorization Form, which shall be attached to this Agreement and the terms of which are incorporated by reference.
- C. The Patient is responsible for the entire Total Cost of the procedure, as well as any other associated costs (e.g.: sales tax, bloodwork, medical clearance, medications, etc.) and Millennial Plastic Surgery reserves the right to collect the same from the Patient.
- D. CareCredit, GreenSky and Alphaeon are the only financing options that we make available to our patients. The Patient must be approved for financing before this Agreement is signed. The Patient must ensure that Millennial Plastic Surgery receives payment in full from CareCredit, GreenSky or Alphaeon at least fourteen (14) days prior to the Procedure Date otherwise the Procedure will be cancelled by the Patient, in accordance with Section V (C) of this Agreement.

II. RESCHEDULING POLICY

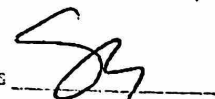
The Procedure Date may be rescheduled at least fourteen (14) days in advance, otherwise a \$500 Late Rescheduling Fee will be charged. The Late Rescheduling Fee must be paid in full before a new Procedure Date is secured. A Procedure Date may not be rescheduled more than two (2) times unless: There is a medical reason for why the procedure cannot take place and a medical note from a licensed physician is provided to document the same; or the assigned doctor is unable to perform the rescheduled procedure.

If the criteria provided above is not met, the Procedure Date will not be rescheduled for a third time and Patient will have been deemed to cancel their Procedure. Since this cancellation is a direct result of Patient's own actions, this cancellation will be treated as a cancellation by the Patient, in accordance with Section III(C) of this Agreement.

III. CANCELLATION POLICY

- A. Cancellation for Medical Necessity. Patient may cancel their Procedure(s) if there are medically necessary reasons deemed appropriate by Millennial Plastic Surgery's medical director upon review of the documentation from the licensed primary care physician and a peer to peer conversation. The ultimate deck of medical necessity will be left up to the medical director's discretion. In this case, the full amount paid toward the Total Cost will be refunded, EXCEPT, the deposit, and any amounts paid toward Laboratory

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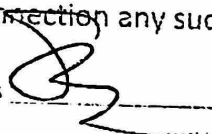
Fees/Blood Work, Accessories, Massage Packages and Compression Garments will not be refunded.

- B. Cancellation by Millennial Plastic Surgery. Under emergency circumstances, the assigned doctor may deem it necessary to change or reschedule your appointed surgery date. Millennial Plastic Surgery reserves the right to do so under certain emergency circumstances, and or as seen necessary by the physician. In the event that this occurs, a notice will be given to you immediately with rescheduling options.
- C. Other Cancellation. When you reserve your procedure date, Millennial Plastic Surgery relies on you to be there and we do not book other willing and able patients for that same date and time. We also begin to immediately plan and prepare for your procedure and our Patient Coordinators and medical staff spend a lot of time and effort to ensure that you are prepared for surgery. Additionally, Millennial Plastic Surgery orders special supplies, coordinates with surgical staff and anesthesiologists (if applicable), and prepares and stabilizes special medical equipment. It is very difficult for Millennial Plastic Surgery to accurately predict the actual damages that would stem from Patient's cancellation of the Procedure on the date this Agreement is signed, therefore, if the Patient cancels their Procedure for any reason other than for medical necessity, Patient will forfeit ANY AND ALL OF THE FEES THAT PATIENT HAS PAID TOWARD THE PROCEDURE AS OF THE DATE OF CANCELLATION, INCLUDING THE DEPOSIT, ALL INTERIM AMOUNTS AND ALL AMOUNTS PAID TOWARD LABORATORY FEES/BLOODWORK, ACCESSORIES, MASSAGE PACKAGES, AND COMPRESSION GARMENTS. Patient agrees and understands that this forfeiture is not a punishment but serves to compensate Millennial Plastic Surgery for all the work that they have done in anticipation of surgery.

IV. LIQUIDATED DAMAGES

Patient will not, directly or indirectly, in public or private, defame, libel, or slander Doctor or any of Doctor's employees, contractors, officers, members of its board of directors, or agents, nor will Patient assist any other person or entity in doing so. Patient agrees that Doctor is entitled to remove and upon receipt of written notice from Doctor immediately will remove from public display on an Internet website or webpage owned, operated, or otherwise controlled by Patient any content of any review of Doctor or any of Doctor's employees, contractors, officers, members of its board of directors, or agents that: (1) contains the personal information or likeness of another person, or is harassing, abusive, obscene, vulgar, sexually explicit, or is inappropriate with respect to race, gender, sexuality, ethnicity, or other intrinsic characteristic; (2) is unrelated to the goods or services offered by or available at the website or webpage; or (3) is clearly false or misleading. Patient acknowledges that any breach of this section by Patient will cause Doctor irreparable harm for which Doctor will have no adequate remedy at law. As a result, Doctor will be entitled to the issuance of an injunction, restraining order, or other equitable relief in Doctor's favor restraining Patient from committing or continuing any such violation. Any right to obtain an injunction, restraining order, or other equitable relief hereunder will not be deemed a waiver of any right to assert any other remedy which Doctor may have under this Agreement or otherwise at law or in equity. Doctor will not be required to provide any advance notice to Patient or to furnish a bond or other undertaking in connection any such

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application for equitable or injunctive relief. Patient further acknowledges that any breach of this section by Patient will cause Doctor damages that will be difficult, if not impossible to calculate, and that Doctor may elect to recover from Patient liquidated damages of \$50,000.00 per breach of this section by Patient.

Any action or dispute relating to this Agreement or involving MILLENNIAL on one side and any Patient on the other, including, but not limited to issues of arbitrability, will, at the option of any party to such action or dispute, be determined by arbitration before a single arbitrator. The arbitration will be administered by Arbitration Services, Inc. under its Consumer Arbitration Rules as are in effect at that time, which rules are available at www.arbitrationservicesinc.com. Any arbitration relating to this Agreement must be conducted in the State of New York. Notwithstanding any provision of any applicable arbitration rules, any witness in an arbitration who does not reside in or have a place for the regular transaction of business located in New York City or the Counties of Nassau, Suffolk, or Westchester in the State of New York will be permitted to appear and testify remotely by telephone or video conferencing.

Patient acknowledges and agrees that this Agreement evidences a transaction affecting interstate commerce. Accordingly, notwithstanding any provision in this Agreement to the contrary, all matters of arbitration relating to this Agreement will be governed by and construed in accordance with the provisions of the Federal Arbitration Act, codified as Title 9 of the United States Code, however any application for injunctive relief in aid of arbitration or to confirm an arbitration award may be made under Article 75 of the New York Civil Practice Law and Rules. The arbitration agreement contained in this Section may also be enforced by any employee, agent, attorney, member, manager, officer, subsidiary, affiliate entity, successor, or assign of MILLENNIAL.

V. TOUCH UP & REVISION POLICY

Liposuction and abdominoplasty are not weight reduction procedures. Patient understands to maintain their newly contoured body shape they must commit to changing their eating habits in order to avoid weight gain and/or loss. Furthermore, for optimal results, Patient must follow the explicit post-operative instructions provided to Patient in the Patient Information Booklet. If Patient is not happy with the initial results, Millennial Plastic Surgery will be happy to revise or touch up Patient's results at an additional cost, as long as the following conditions have been met:

It has been at least sixteen (16) weeks but no more than six (6) months since the original Procedure Date. The Patient's weight remained the same since the Procedure Date. The Patient has not been pregnant or given birth since the Procedure Date.

The Patient has not smoked since the Procedure Date. The Patient has followed all the post-operative instructions in the Patient Information Booklet. This means that Patient Has: Worn all required compression garments for the prescribed amount of time; Attended all required postoperative follow up appointments and messages; and has followed all other Post-Operative Instructions in the Patient Information Booklet.

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The touch up is not a request for additional fat injections in any area treated with autologous fat transfer at the original Procedure. The touch up is for liposuction of the same body area as the original Procedure. **FOR ALL REVISIONS, THERE WILL BE A \$2,200.00 FEE.**

VI. RESULTS & COMPLICATIONS

The practice of medicine and surgery is not an exact science. Although good results are anticipated, there can be no guarantee or warranty, Implied, by anyone as to the actual results of the Procedure. Revisions and or other medical treatments or management of problems or complications may be required. These may result in additional charges for which you are responsible. In the event that Patient fails to pay for these additional charges, Patient will further be responsible for all collection costs, including, but not limited to reasonable attorney fees, court costs, interest (as permitted under the NY collection laws) and collection agency fees. **FOR ALL REVISIONS, THERE WILL BE A \$2,200.00 FEE.**

VII. PATIENT RESPONSIBILITIES & PRE AND POST OPERATIVE INSTRUCTIONS

Patient acknowledges that they are aware that blood work and medical clearance from a licensed physician of Patient's choice is required before the Procedure can be done. Blood work must be taken no more than thirty (30) days before the scheduled Procedure Date. Medical Clearance should be done at least three (3) weeks before the scheduled Procedure Date. It is the Patient's responsibility to ensure their blood work and medical clearance is timely done and submitted to our office. Patient acknowledges that he or she received a blood work and medical clearance packet to provide to the physician of their choice. Alternatively, Patient may complete medical clearance at Millennial Plastic Surgery reserves the right to charge an additional fee for in-office medical clearance. Patient acknowledges that he or she has received a Patient Information Booklet and that a member of the Millennial Plastic Surgery team has reviewed this information with the Patient at the initial consultation. Patient acknowledges that he or she has understood this information and has been given the opportunity to ask questions and voice his or her concerns. Furthermore, Patient understands that he or she may contact Millennial Plastic Surgery at any time with any further questions or concerns. **If you choose to do your post op care at another facility, Millennial Plastic Surgery is not responsible for any complications that may occur during your post op care, including but not limited to, complications with the final results of your procedure.**

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IMPORTANT INFORMATION REGARDING ESCORTS:

After the procedure, you will be kept in our post-op recovery room. You will be monitored until we determine you are safe to be discharged. Your escort will be notified when you are out of surgery so that they can begin making their way to pick you up.

FOR GENERAL CASES: You will be kept in the recovery room for up to 2 hours after your procedure. For every hour after your recovery time, the credit card we have on file for you will be charged an additional holding fee of \$250. If you have not paid using a credit card, you will be billed directly.

FOR LOCAL CASES: You will be kept in the recovery room for 1 hour. For every hour after your recovery time, the credit card we have on file for you will be charged an additional holding fee of \$250. If you have not paid using a credit card, you will be billed directly.

PLEASE NOTE: We will monitor you until we know it is safe for you to be discharged. In rare cases, this will take more time than the aforementioned. If this happens, the additional fees will be waived until it is determined you can be discharged safely.

The information contained in the Patient Information Booklet is as follows:

- Tumescent Liposuction Under Local Anesthesia: Expected Outcomes, Risks & Benefits
- Risk of Smoking When Getting Cosmetic Surgery
- Pre-Procedure Instructions: One to Two Weeks Prior to Surgery
- Pre-Procedure Instructions: Day of Surgery
- What to Expect of the Day of Your Procedure
- Post-Liposuction Instructions & Post-Fat Transfer Instructions
- List of Medications and Foods that Potentially Interact with Tumescent Anesthesia

PATIENT ATTESTATION

I HAVE BEEN GIVEN A COPY OF THIS COSMETIC SURGERY PROCEDURE & FINANCIAL AGREEMENT FOR MY RECORDS AS WELL AS THE PATIENT INFORMATION BOOKLET REFERENCED ABOVE. I HAVE READ THIS AGREEMENT IN ITS ENTIRETY, UNDERSTAND THE TERMS CONTAINED IN THIS AGREEMENT AND AGREE TO BE BOUND BY THE SAME.

Patient Signature:  *

Date: 10/15/21 *

Patient Printed Name: M. Agudon *

Patient Initials _____

PATIENT PHOTOGRAPH RELEASE FORM

I consent to the taking of photographs by Millennial Plastic Surgery PLLC – Dr. David Shokrian MD (MPS), or their designee, of me, or parts of my body in connection with the plastic surgery procedure(s) to be performed by MPS. I hereby grant permission for the use of any of my medical records including illustrations, photographs or other imaging records created in my case, for use in examination, testing, credentialing and/or certifying purposes by The American Society of Plastic Surgery (ASPS), The American Board of Plastic Surgery, Inc. (ABPS) and The American Society for Aesthetic Plastic Surgery (ASAPS). I understand that these images may also be used in any print or broadcast media, including but not necessarily limited to medical journals, textbooks, periodicals, educational videos, our internet site and social media platforms, and television, in order to inform other medical professionals, the general public and prospective patients about plastic surgery methods and outcomes. Neither I, nor any member of my family, will be identified by name in any publication. I understand that in some circumstances the photographs may portray features that shall make my identity recognizable. I understand that I have the right to revoke this authorization in writing at any time, but if I do so, it will not have any effect on any actions taken prior to my revocation. I understand that I may refuse to sign this authorization and such refusal will have no effect on the medical treatment I receive from MPS. I understand that the information disclosed, or some portion thereof, may be protected by state law and/or the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). I further understand that, because the ASPS/ABPS/ASAPS is not receiving the information in the capacity of a healthcare provider or health plan covered by HIPAA, the information described above may no longer be protected by HIPAA and may be disclosed by ASPS/ ABPS/ASAPS. I release and discharge MPS, ASPS/ABPS/ASAPS, and all parties acting under their license and authority from all rights that I may have in the photographs and from any claim that I may have relating to such use in publication, including any claim for payment in connection with distribution or publication of the photographs. I grant this consent as a voluntary contribution in the interest of public education and certify that I have read the above Authorization and Release and fully understand its terms.

Signature: _____

Date: 10/15/21Designation: Full Authorization ☒ Medical Record Only (and ABPS) ☐

I have read the above authorization and release.

Social Media Consent: I consent to appear live on Instagram with my identity hidden.

Signature: _____

Date: 10/15/21

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